

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

District Board Room

**Richard B. Lynch Educational Center
17100 Foothill Avenue + North Edwards, CA 93523**

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Matt Carter, Clerk
Deandra Gelardo, Member
Melinda Marchlewicz, Member
Tatiana Matta, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Ariel Fernandez, Desert High School

BOARD MEETING AGENDA

Wednesday, January 16, 2019 - 5:00 p.m.

CALL TO ORDER

FLAG SALUTE

ADMINISTRATION OF OATH OF OFFICE TO NEW BOARD MEMBER

Tatiana Matta

APPROVAL OF AGENDA

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS

Page

Information Items

- ◆ Quarterly Report on Williams Uniform Complaints
- ◆ Construction Update: Kevin Cordes
- ◆ Fiscal Update: Trevor Walker

IN 2-3

Reports

- ◆ Student Board Members
- ◆ Muroc Education Association (MEA)
- ◆ California School Employees Association (CSEA)
- ◆ Principals
- ◆ Superintendent

CONSENT AGENDA

All matters listed under Consent Agenda are considered by the Board to be routine and will be enacted by one motion in the form listed below, unless any member of the Board requests that an item be removed from the Consent Agenda for separate consideration.

CONSENT AGENDA**Page****BY GENERAL CONSENT THE FOLLOWING AGENDA ITEMS ARE
APPROVED/ADOPTED/RATIFIED****A. Adoption of Minutes**

1. Regular Board Meeting, December 12, 2018 CA 2-4

B. Adoption of Resolutions

1. Resolution 1-19-01, California School Board Recognition Month (January 2018) CA 5-6
2. Resolution 1-19-02, California Day of the Teacher (May 10, 2017) CA 7-8
3. Resolution 1-19-03, Classified School Employee Week (May 21-27, 2017) CA 9-10

C. Deposit Transactions Report, November 2018

CA 11-12

D. Accounts Payables Report, November 2018

CA 13-23

E. Spring Sports Schedules, Boron Junior-Senior High School

CA 24-26

**F. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High,
Desert Junior-Senior High Schools, November 2018**

CA 27-32

G. Construction Contracts for Bailey/Branch Modernization/Additions Project

1. Target Construction Services, Inc.: QSP and Storm Water Consulting Services CA 33-36
2. American integrated Resources: Selective Site and Building Demolition CA 37-40
3. Cooley Construction, Inc.: Precise Grading, Paving Curb & Gutter, Plumbing CA 41-43
4. Hamel Contracting, Inc.: Building Concrete CA 44-47
5. T & M Manufacturing: Structural Steel/Metal Fabrication & Misc. Metals CA 48-51
6. Rite-Way Roof Corporation: Roofing, Sheet Metal & Accessories, Expansion Joint
Assemblies, Metal Siding CA 52-55
7. Whitehead Construction, Inc.: Doors & Frames, Windows, Glazing, Finish Hardware CA 56-59
8. Caton, Inc.: Metal Stud Framing, Interiors, Ceilings, Lath & Plaster, Painting CA 60-63
9. Franklin Mechanical Systems, Inc.: HVAC & EMS CA 64-67
10. The Mike Cox Electric, Inc.: Site & Building Electrical CA 68-71
11. HPS Mechanical, Inc.: Building Plumbing & Fire Suppression CA 72-75
12. Southern California Landscape: Irrigation & Planting CA 76-79
13. Kitcor Corporation: Food Service Equipment CA 80-83
14. K & Z Cabinet Company, Inc.: Casework CA 84-87

H. Personnel Actions

1. Classified Resignations CA 88
2. Classified Assignment Changes CA 89
3. Classified Employees CA 90
4. Classified Substitute CA 91
5. District Volunteer CA 92

ACTION AGENDA

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- A. Consideration/Possible Action: Acceptance of Annual Audit Report from
Jeanette L. Garcia & Associates for Fiscal Year Ending June 30, 2018**
(Available on the District website: www.muroc.k12.ca.us)

AA 2-4

- B. Consideration/Possible Action: Acceptance of General Obligation Bond Audit
Report from Jeanette L. Garcia & Associates for Fiscal Year Ending June 30, 2018**
(Available on the District website: www.muroc.k12.ca.us)

AA 5

Page

- C. Consideration/Possible Action: **Approval of Student Overnight Trip** AA 6-8
1. **Desert High School Senior Class of 2019, trip to Long Beach and Catalina Island**
May 30-31, 2019
- D. Consideration/Possible Action: **Approval of the Permit to Enter and Construct** AA 9-11
Pedestrian Path Improvements at West Boron Elementary School with Kern
County Public Works

BOARD REPORTS/COMMENTS

- ◆ Board Member Reports and/or Comments

ANNOUNCE CLOSED SESSION ITEMS

CLOSED SESSION

The Board will consider and may act upon any of the following items in Closed Session. Any action taken will be reported publicly at the end of the Closed Session as required by law.

- A. Personnel Matters
 - 1. Pursuant to Government Code Section 54957;
 - a. Public Employee Discipline/Dismissal/Release/Employment
- B. Confer with Labor Negotiator
 - 1. Certificated Bargaining Unit
 - 2. Classified Bargaining Unit
 - 3. Unrepresented Employee Groups
- C. Pursuant to Government Code Section 54956.9;
 - 1. Conference with Legal Counsel-Anticipated Litigation (*1 potential case*)
- D. Complaints

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION

PUBLIC COMMENTS

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

ADJOURNMENT

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

INFORMATION ITEMS

January 16, 2019

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Information Item

TO: Board of Trustees

FROM: Kevin Cordes, Superintendent

MEETING DATE: January 16, 2019

AGENDA ITEM: Quarterly Report on Williams Uniform Complaints

BACKGROUND: The State requires that the District report on a quarterly basis the number of complaints received related to the Williams Lawsuit Settlement. The Williams settlement requires that all complaints received related to the following specific issues be reported. Those areas are:

- Inappropriate or inadequate textbooks
- Unqualified teachers
- Inadequate or unsafe facilities

A copy of our Quarterly Report on Williams Uniform Complaints is attached.

Quarterly Report on Williams Uniform Complaints

[Education Code §35186]

District: Muroc Joint Unified School District

Person completing this form: Kevin Cordes Title: Superintendent

Quarterly Report Submission Date:
(check one)

☐
☐
☐
☒

April 1, 2018 (for period Jan 1-Mar 31)
July 1, 2018 (for period Apr 1-Jun 30)
October 1, 2018 (for period Jul 1-Sep 30)
January 1, 2019 (for period Oct 1-Dec 31)

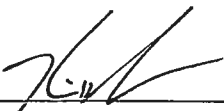
Date for information to be reported publicly at governing board meeting: January 16, 2019

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Kevin Cordes
Print Name of District Superintendent


Signature of District Superintendent

January 7, 2019
Date

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

CONSENT AGENDA

BOARD MEETING DATE: **January 16, 2019**

RECOMMENDATION: It is recommended that all of the items on the
following pages of the Consent Agenda be
Approved/Adopted/Ratified

MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Melinda Marchlewicz, Clerk
Matt Carter, Member
Deandra Gelardo, Member
Tatiana Matta, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Ariel Fernandez, Desert High School

BOARD MEETING MINUTES **December 12, 2018**

PRESENT

Sherman Burkhead Jr., Matt Carter, Deandra Gelardo, Melinda Marchlewicz, Kevin Cordes,
Ariel Fernandez

ABSENT

Tatiana Matta, Anne Cordes

CALL TO ORDER

Mr. Matt Carter called the meeting to order at 6:04 p.m.

FLAG SALUTE

Mr. Burkhead Jr. led the flag salute.

ADMINISTRATION OF OATH OF OFFICE

Matt Carter administered the oath of office to new Board Members; Sherman Burkhead Jr., Deandra Gelardo, and Melinda Marchlewicz

APPROVAL OF AGENDA

Matt Carter moved, Melinda Marchlewicz seconded, to approve the agenda as presented. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

PUBLIC COMMENTS

Ms. Cindy West-Klaudt, parent of a Boron Junior-Senior High School graduate

PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS

Information Items

Construction Update: Kevin Cordes
Fiscal Update: Trevor Walker

Reports

Report by:
Desert Student Board Member
Principals
Superintendent
No Report
Boron Student Board Member
MEA
CSEA

ANNUAL BOARD ORGANIZATION

- A. Election of President:** Melinda Marchlewicz moved, Matt Carter seconded, to elect Sherman Burkhead Jr. as President of the Governing Board for the 2019 calendar year. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- B. Election of Clerk:** Sherman Burkhead Jr. moved, Melinda Marchlewicz seconded, to elect Matt Carter as Clerk of the Governing Board for the 2019 calendar year. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- C. Superintendent as Secretary to Board:** Sherman Burkhead Jr. moved, Melinda Marchlewicz seconded, to appoint the District Superintendent, Kevin Cordes, as Secretary to the Governing Board for the 2019 calendar year. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- D. Representative to County Committee on School District Organization:** Sherman Burkhead Jr. moved, Matt Carter seconded, to select Deandra Gelardo as the Board's representative and Melinda Marchlewicz as the alternate to the Kern County Committee on School District Organization for 2019. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- E. Board Meeting Calendar for 2019:** Matt Carter moved, Melinda Marchlewicz seconded, to adopt the following meeting calendar for 2019: Regular Board Meetings to be held on the second Wednesday of each month. Meeting dates for 2019: January 16, February 13, March 13, April 10, May 8, June 12, June 26, July 10, August 14, September 11, October 9, November 13, December 11, and December 18. *(January meeting moved to 3rd Wednesday, due to Winter Break; Two meetings in June due to hearing and adoption of LCAP and budget; Two meetings in December due to approval of budget and Trustee terms start)* It was also decided that Regular Board Meetings would have a start time of 5:00 p.m. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

CONSENT AGENDA

Melinda Marchlewicz moved, Deandra Gelardo seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

A. Adoption of Minutes

1. Regular Board Meeting, November 14, 2018

B. Deposit Transactions Report, November 2018**C. Accounts Payables Report, November 2018****D. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, Desert Junior-Senior High Schools, October 2018****E. Memorandum of Understanding**

1. Alliant International University, Interns Enrolled in the Teacher Credential Program

F. Approval of Revised Classified Substitute, Food Service, and Campus Aide Salary Schedules, due to increase in minimum wage**G. Personnel Actions**

1. Certificated Stipends
2. Certificated Appointment
3. Classified Resignations
4. Classified Assignments Changes
5. Classified Employees
6. Classified Substitutes
7. District Volunteers
8. Resolution 12-18-02; Increase Positions of Classified Services
Speech Instructional Aide SCIA, Special Education Instructional Aides SCIA

ACTION AGENDA

- A. Annual Accounting of Developer Fee Fund:** The public hearing for the annual accounting of the developer fee fund for 2017-18 opened at 6:39 p.m. and closed at 6:42 p.m. with no public comments. Matt Carter moved, Melinda Marchlewicz seconded, to approve the annual accounting of the developer fee fund for 2017-18. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- B. 2018-19 First Period Interim Report:** Melinda Marchlewicz moved, Deandra Gelardo seconded, to approve the 2018-19 First Period Interim Report as "positive," certifying that the District will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent
- C. Resolution 12-18-01, Classified Golden Handshake:** Matt Carter moved, Melinda Marchlewicz seconded, to adopt Resolution 12-18-01, Classified Golden Handshake. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

BOARD REPORTS/COMMENTS

President Burkhead Jr. announced there would be no closed session.

PUBLIC COMMENTS

Mr. Alan Chenworth, parent

ADJOURNMENT

There being no further business, Matt Carter moved, Deandra Gelardo seconded, to adjourn the meeting at 7:15 p.m. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Carter Aye Gelardo Aye Marchlewicz Aye Matta Absent

Matt Carter, Clerk

January 16, 2019
Board Adoption Date

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin Cordes, Superintendent

MEETING DATE: January 16, 2019

AGENDA ITEM: **Resolution 1-19-01**

BACKGROUND: The California State Board of Education has proclaimed January as **California School Board Recognition Month**, to recognize the commitment to public service shown by those who serve as trustees for local school systems.

Trustees are extraordinary people who voluntarily tackle the enormous job of governing school districts. Their actions and decisions affect the present and future lives of our children.

RESOLUTION NO. 1-19-01

**RESOLUTION OF THE GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT
PROCLAIMING JANUARY 2019 AS
CALIFORNIA SCHOOL BOARD RECOGNITION MONTH**

WHEREAS, an excellent public education system is vital to the quality of life for all California citizens and communities; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, school board members work closely with parents, educational professionals and other community members to create the educational vision we want for our students; and

WHEREAS, school board members are responsible for building and maintaining the structure that provides a solid foundation for our school system; and

WHEREAS, school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district; and

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world;

NOW, THEREFORE BE IT RESOLVED, that the Muroc Joint Unified School District proclaims the month of January 2019 as **California School Board Recognition Month**, and joins the whole of the educational community in encouraging all Californians to recognize the dedication and hard work of local school board members and work with them to create an education system that meets the needs of our children.

PASSED AND ADOPTED, this 16th day of January 2019, by the following vote:

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

Matt Carter, Clerk
Board of Trustees

MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin Cordes, Superintendent

MEETING DATE: January 16, 2019

AGENDA ITEM: Resolution 1-19-02

BACKGROUND: California Education Code Section 37222 sets aside the second Wednesday in May as **California Day of the Teacher**. All public schools and educational institutions are encouraged to observe this day and to conduct suitable commemorative exercises directing attention to teachers and the teaching profession.

RESOLUTION NO. 1-19-02

**RESOLUTION OF THE GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT
PROCLAIMING MAY 8, 2019 AS
CALIFORNIA DAY OF THE TEACHER**

WHEREAS, California Education Code Section 37222 sets aside the second Wednesday in May as California Day of the Teacher and encourages suitable commemorative exercises directing attention to teachers and the teaching profession; and

WHEREAS, the Muroc Joint Unified School District Governing Board has the utmost respect and admiration for the state's professional teachers, individuals who have dedicated their lives and their talents to the education of our children - California's most precious and important resource; and

WHEREAS, the Board recognizes the truly vital role of teachers in realizing its vision for California public education:

All California students of the 21st century will attain the highest level of academic knowledge, applied learning and performance skills to ensure fulfilling personal lives and careers and contribute to civic and economic progress in our diverse and changing democratic society.

WHEREAS, the Board recognizes that the quality of all students' educational experiences depends significantly and vitally upon the quality of their teachers;

NOW, THEREFORE BE IT RESOLVED, that the Muroc Joint Unified School District hereby proclaims May 8, 2019, as **California Day of the Teacher** in recognition of the many thousands of professional teachers in the State of California and urges all local educational agencies to schedule appropriate activities that celebrate and emphasize the contributions of teachers who, in the immortal words of Henry Brook Adams, do indeed affect eternity.

PASSED AND ADOPTED, this 16th day of January 2019, by the following vote:

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

Matt Carter, Clerk
Board of Trustees

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin Cordes, Superintendent

MEETING DATE: January 16, 2019

AGENDA ITEM: Resolution 1-19-03

BACKGROUND: The California State Legislature adopted the third full week of May each year as **Classified School Employee Week**, by passage of SB 1552 (Campbell) in 1986. Classified school employees include secretaries, custodians, instructional aides, bus drivers, clerks, food services, maintenance, grounds, and many other workers in public schools. These employees provide daily care, transportation, and instruction for California's students. The week of May 19-25, 2019, will be celebrated by school districts and school workers across the state in recognition of the many contributions classified employees make to the education community.

RESOLUTION NO. 1-19-03

**RESOLUTION OF THE GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT
DECLARING MAY 19-25, 2019 AS
CLASSIFIED SCHOOL EMPLOYEE WEEK**

WHEREAS, classified school employees provide valuable services to the schools and students of the Muroc Joint Unified School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of Muroc Joint Unified School District's students; and

WHEREAS, classified school employees employed by the Muroc Joint Unified School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE BE IT RESOLVED, that the Muroc Joint Unified School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Muroc Joint Unified School District, and declares the week of May 19-25, 2019, as **Classified School Employee Week**, in the Muroc Joint Unified School District.

PASSED AND ADOPTED, this 16th day of January 2019, by the following vote:

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

Matt Carter, Clerk
Board of Trustees

APPROVED AND UNAPPROVED TRANSACTIONS									
NUMBER	DATE	ENTERED	DESCRIPTION				AMOUNT	A/R	
	LN.	DI	DETAIL DESCR	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4					
190055	11/01/2018	11/01/2018	Food Service Deposit 10/18/18	ENTERED BY: RLHB	APPROVED: 11/02/2018	MRN			
	1.	92	Food Service Sales 10/15/18	13-5310-0-8634.00-0000-0000-000-000-0000			316.10	N	
	2.	92	Food Service Sales 10/16/18	13-5310-0-8634.00-0000-0000-000-000-0000			340.35	N	
	3.	92	Food Service Sales 10/17/18	13-5310-0-8634.00-0000-0000-000-000-0000			185.65	N	
			TOTAL AMOUNT				842.10	*	
190056	11/01/2018	11/01/2018	Food Serv MyMeal Dep. Oct 2018	ENTERED BY: RLHB	APPROVED: 11/02/2018	MRN			
	1.	92	Meal Pay Elec Dep 10/31/18	13-5310-0-8634.00-0000-0000-000-000-0000			7,816.05	N	
			TOTAL AMOUNT				7,816.05	*	
190057	11/05/2018	11/05/2018	General Fund Deposit 10/17/18	ENTERED BY: RLHB	APPROVED: 11/06/2018	MRN			
	1.	92	AFJROTC WARNER/JONES ACH	01-0000-0-8290.00-0000-0000-000-000-0000			6,569.46	N	
			TOTAL AMOUNT				6,569.46	*	
190058	11/06/2018	11/07/2018	General Fund Deposit 10/23/18	ENTERED BY: MWHB	APPROVED: 11/07/2018	MWHB			
	1.	92	Certificated Retiree Ins Wiggs	01-0000-0-3701.00-1110-1000-000-000-0000			509.00	N	
	2.	92	Certificated Ret. Ins. Graham	01-0000-0-3701.00-1110-1000-000-000-0000			495.00	N	
	3.	92	Boron House Util Morbos 113	01-0000-0-5500.00-0000-8100-096-96-000-0000			81.80	N	
			TOTAL AMOUNT				1,085.80	*	
190059	11/06/2018	11/07/2018	Food Service Deposit 10/23/18	ENTERED BY: MWHB	APPROVED: 11/07/2018	MWHB			
	1.	92	Food Service Sales 10/18/18	13-5310-0-8634.00-0000-0000-000-000-0000			312.75	N	
	2.	92	Food Service Sales 10/19/18	13-5310-0-8634.00-0000-0000-000-000-0000			201.10	N	
	3.	92	Food Service Sales 10/22/18	13-5310-0-8634.00-0000-0000-000-000-0000			202.04	N	
			TOTAL AMOUNT				715.89	*	
190060	11/13/2018	11/13/2018	Food Service Deposit 10/30/18	ENTERED BY: RLHB	APPROVED: 11/14/2018	MRN			
	1.	92	Food Service Sales 10/23/18	13-5310-0-8634.00-0000-0000-000-000-0000			199.75	N	
	2.	92	Food Service Sales 10/24/18	13-5310-0-8634.00-0000-0000-000-000-0000			174.15	N	
	3.	92	Food Service Sales 10/25/18	13-5310-0-8634.00-0000-0000-000-000-0000			450.19	N	
	4.	92	Food Service Sales 10/26/18	13-5310-0-8634.00-0000-0000-000-000-0000			454.73	N	
	5.	92	Food Service Sales 10/29/18	13-5310-0-8634.00-0000-0000-000-000-0000			204.47	N	
	6.	92	Food Serv Sales Tax 10/29/18	13-5310-0-9526.00-0000-0000-000-000-0000			0.03	N	
			TOTAL AMOUNT				1,483.32	*	
190061	11/20/2018	11/20/2018	Food Service Deposit 11/6/18	ENTERED BY: RLHB	APPROVED: 11/21/2018	MRN			
	1.	92	Food Service Sales 10/30/18	13-5310-0-8634.00-0000-0000-000-000-0000			155.01	N	
	2.	92	Food Service Sales 10/31/18	13-5310-0-8634.00-0000-0000-000-000-0000			305.16	N	
	3.	92	Food Service Sales 11/1/18	13-5310-0-8634.00-0000-0000-000-000-0000			280.60	N	
	4.	92	Food Service Sales 11/2/18	13-5310-0-8634.00-0000-0000-000-000-0000			227.75	N	
	5.	92	Food Service Sales 11/5/18	13-5310-0-8634.00-0000-0000-000-000-0000			234.18	N	
	6.	92	Food Serv Sales Tax 11/5/18	13-5310-0-9526.00-0000-0000-000-000-0000			0.07	N	
			TOTAL AMOUNT				1,202.77	*	
190062	11/20/2018	11/20/2018	General Fund Deposit 11/6/18	ENTERED BY: RLHB	APPROVED: 11/21/2018	MRN			
	1.	92	Boron House Rent Morbos 116	01-0000-0-5600.00-1110-1000-096-96-000-0000			200.00	N	
	2.	92	Boron House Rent Morbos 117	01-0000-0-5600.00-1110-1000-096-96-000-0000			237.00	N	
	3.	92	Boron House Rent Lamboso 108	01-0000-0-5600.00-1110-1000-096-96-000-0000			237.50	N	
	4.	92	Boron House Rent Lamboso 105	01-0000-0-5600.00-1110-1000-096-96-000-0000			75.00	N	

CONTINUED

092 MUROC UNIFIED
Board Report

DEPOSIT TRANSACTIONS
Date last used from: 00/00/0000 To 99/99/9999
Transaction Number from: 0 To 999999
Date entered from: 11/01/2018 To 11/30/2018

J70852 DC0100 L.00.01 01/09/19 PAGE 2

NUMBER		DATE	ENTERED	DESCRIPTION	APPROVED AND UNAPPROVED TRANSACTIONS	AMOUNT	A/R
LN.	DI	DETAIL	DESCR	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4			

190062		CONTINUED					
5.	92	Boron House Util	Lamboso 106	01-0000-0-5500.00-0000-8100-096-96-000-0000		53.92	N
6.	92	Boron House Rent	Lamboso 107	01-0000-0-5600.00-1110-1000-096-96-000-0000		237.50	N
7.	92	Boron House Util	Morbos 121	01-0000-0-5500.00-0000-8100-096-96-000-0000		64.01	N
8.	92	DHS ASB Ck	12173	01-1100-0-4300.00-1110-1000-072-72-000-0000		598.00	N
9.	92	Citizens Bank Ck	90912	01-9010-0-8699.00-0000-0000-072-72-030-0000		1,000.00	N
10.	92	College Board Ck	100703808	01-1100-0-4300.00-1110-1000-072-72-000-0000		250.00	N
11.	92	Karmine Law Ck	5898	01-0000-0-8699.00-0000-0000-000-00-000-0000		12.05	N
12.	92	Kern Community College Ck	23-9	01-0000-0-8699.00-0000-0000-000-00-000-0000		454.55	N
TOTAL AMOUNT						3,419.53	*
190063	11/20/2018	11/20/2018	General Fund Deposit	11/6/18	ENTERED BY: RLHB APPROVED: 11/27/2018	MRN	
1.	92	Classified Retiree Insurance		01-0000-0-3702.00-1110-1000-000-00-000-9000		11,667.20	N
2.	92	Cerfificated Retiree Insurance		01-0000-0-3701.00-1110-1000-000-00-000-9000		14,751.50	N
TOTAL AMOUNT						26,418.70	*
190064	11/27/2018	11/27/2018	General Fund Deposit	11/13/18	ENTERED BY: RLHB APPROVED: 11/28/2018	MRN	
1.	92	Branch ASB 1995 Trans.	2018-6	01-0000-0-8699.00-0000-0000-000-00-000-0000		897.02	N
2.	92	Branch ASB 1997 Trans.	2018-7	01-0000-0-8699.00-0000-0000-000-00-000-0000		614.55	N
3.	92	Boron House Rent	Dizon 1061	01-0000-0-5600.00-1110-1000-096-96-000-0000		237.50	N
4.	92	Boron House Util	Dizon 1061	01-0000-0-5500.00-0000-8100-096-96-000-0000		64.00	N
5.	92	Follett	253081	01-0000-0-8699.00-0000-0000-000-00-000-0000		116.10	N
TOTAL AMOUNT						1,929.17	*
190065	11/27/2018	11/27/2018	Food Service Deposit	11/13/18	ENTERED BY: RLHB APPROVED: 11/28/2018	MRN	
1.	92	Food Service Sales	11/6/18	13-5310-0-8634.00-0000-0000-000-00-000-0000		338.20	N
2.	92	Food Service Sales	11/7/18	13-5310-0-8634.00-0000-0000-000-00-000-0000		208.10	N
3.	92	Food Service Sales	11/8/18	13-5310-0-8634.00-0000-0000-000-00-000-0000		132.95	N
4.	92	Food Service Sales	11/9/18	13-5310-0-8634.00-0000-0000-000-00-000-0000		253.20	N
TOTAL AMOUNT						932.45	*
190066	11/27/2018	11/27/2018	Food Service Deposit	11/13/18	ENTERED BY: RLHB APPROVED: 11/28/2018	MRN	
1.	92	SISC Worker's Comp	521699 Nash	13-5310-0-2200.00-0000-3700-000-00-000-0000		204.96	N
TOTAL AMOUNT						204.96	*
190067	11/30/2018	11/30/2018	Food Service Deposit	11/29/18	ENTERED BY: RLHB APPROVED: 11/30/2018	MRN	
1.	92	Federal Reimb.	October 2018	13-5310-0-8220.00-0000-0000-000-00-000-0000		35,305.10	N
TOTAL AMOUNT						35,305.10	*
DISTRICT TOTAL						87,925.30	**
GRAND TOTAL						87,925.30	***

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
A.V. Auto Parts	672640	Bus/Vehicle Parts	15.56	11/28/2018
A.V. Auto Parts	672408	Bus/Vehicle Parts	72.41	11/28/2018
A.V. Auto Parts	670204	Bus/Vehicle Parts	10.26	11/28/2018
A.V. Auto Parts	672442	Bus/Vehicle Parts	152.69	11/28/2018
A.V. Auto Parts	672472	Bus/Vehicle Parts	41.60	11/28/2018
A.V. Auto Parts	671927	Bus/Vehicle Parts	65.65	11/07/2018
A.V. Auto Parts	671877	Bus/Vehicle Parts	34.95	11/07/2018
A.V. Auto Parts	671797	Bus/Vehicle Parts	69.16	11/07/2018
A.V. Auto Parts	671596	Bus/Vehicle Parts	18.02	11/02/2018
A.V. Auto Parts	670941	Bus/Vehicle Parts	120.72	11/02/2018
A.V. Auto Parts	671592	Bus/Vehicle Parts	70.42	11/02/2018
A.V. Auto Parts	671593	Bus/Vehicle Parts	10.22	11/02/2018
A.V. Auto Parts	671275	Bus/Vehicle Parts	65.65	11/02/2018
A.V. Auto Parts	671145	Bus/Vehicle Parts	49.22	11/02/2018
ACADEMIC THERAPY PUBLICATIONS	244731		94.38	11/15/2018
ACADEMIC THERAPY PUBLICATIONS	243928		48.27	11/02/2018
AERIES SOFTWARE	CONF-17825		3,150.00	11/02/2018
AERIES SOFTWARE	CONF-18242		150.00	11/02/2018
AMAZON CAPITAL SERVICES	1XTJ-3YHJ-G3MP		908.92	11/15/2018
AMAZON CAPITAL SERVICES	1CRP-JTC9-1C6K	Emergency Evacuation	37.42	11/15/2018
AMAZON CAPITAL SERVICES	1GDF-4GJWQWG7		122.78	11/15/2018
AMAZON CAPITAL SERVICES	1DRG-VWQ4-F49K		130.09	11/07/2018
AMAZON CAPITAL SERVICES	1YG1-CFXX-3CVN		161.78	11/07/2018
AMAZON CAPITAL SERVICES	1W7M-7NR6-TJ3H	Wrestling Supplies	154.95	11/02/2018
AMAZON CAPITAL SERVICES	1W7M-7NR6-TJ3H	Wrestling Supplies	391.90	11/02/2018
AMAZON CAPITAL SERVICES	1X4Y-HN3T-7TDX	General/Supplies	26.49	11/02/2018
AMAZON CAPITAL SERVICES	1X4Y-HN3T-7TDX	General/Supplies	290.62	11/02/2018
AMAZON CAPITAL SERVICES	1RMR-JQRV-MGC9		115.02	11/02/2018
AMERICAN BUSINESS MACHINES INC	387223		460.20	11/15/2018
APPLE VALLEY COMMUNICATION INC	932155		307.00	11/07/2018
AT&T	0823542547 Oct.		792.35	11/02/2018
AT&T / CALNET 2 & 3	9391057427#12061		0.38	11/15/2018
AT&T / CALNET 2 & 3	9391037445#12152		394.08	11/15/2018
AT&T / CALNET 2 & 3	9391063663#12152		20.88	11/15/2018
AT&T / CALNET 2 & 3	9391061405#12148		57.79	11/15/2018
AT&T / CALNET 2 & 3	9391061407#12148		38.71	11/15/2018
AT&T / CALNET 2 & 3	9391063662#12152		20.86	11/15/2018
AT&T / CALNET 2 & 3	9391061408#12148		154.51	11/15/2018
AT&T / CALNET 2 & 3	9391057759#12152		644.78	11/15/2018
AutoZone Inc.	4174249687	Vehicle Parts	369.98	11/28/2018
AutoZone Inc.	4174255676		4.28	11/28/2018
AutoZone Inc.	4174244983	Vehicle Parts	59.36	11/07/2018
BALDWIN, ALLISON	10/29 - 11/9/18		2,160.00	11/15/2018
BALDWIN, ALLISON	11/12 - 11/23/18		864.00	11/16/2018
BALDWIN, ALLISON	10/15/18 - 10/26		1,917.00	11/02/2018
BLICK ART MATERIALS	535074	Art Supplies	1,777.23	11/15/2018
BORON COMM SERV DIST	8093 9/21 - 10/1		6,535.00	11/02/2018
BUDDY'S ALL STARS INC	47905A-01	Various Items	999.74	11/02/2018

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VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
BUDDY'S ALL STARS INC	47906-02	Various Items	948.09	11/02/2018
BUDDY'S ALL STARS INC	47940-00	Black Squadra 17 Shorts	269.05	11/02/2018
Bo's Fitness Center	October 2018	Biofreeze/First Aid Tape	106.85	11/02/2018
CALIF BROADBAND COOPERATIVE	423027		2,588.96	11/02/2018
CARTER HIGH SCHOOL	13th Annual Cart		350.00	11/02/2018
CHAMPION HARDWARE	144773		3,863.15	11/07/2018
CHAMPION HARDWARE	144773		2,350.00	11/07/2018
CHAMPION HARDWARE	144591		9,960.00	11/02/2018
COMPREHENSIVE DRUG TESTING	45905		138.00	11/15/2018
COMPREHENSIVE DRUG TESTING	45770		450.00	11/02/2018
CONTERRA WIRELESS	28831		1,712.98	11/07/2018
CORDES, ALLISON	District Travel		609.49	11/16/2018
CREATIVE BUS SALES INC	5156761	Bus parts	27.34	11/28/2018
CREATIVE BUS SALES INC	1334432	Bus parts	148.01	11/28/2018
CREATIVE BUS SALES INC	5157737	Bus parts	11.55	11/28/2018
CREATIVE BUS SALES INC	5155441	Bus parts	114.94	11/07/2018
CREATIVE BUS SALES INC	1333786	Bus parts	78.33	11/07/2018
CREATIVE BUS SALES INC	5155813	Bus parts	124.73	11/07/2018
CREATIVE BUS SALES INC	8024571	Bus parts	114.94	11/07/2018
CREATIVE BUS SALES INC	5155622	Bus parts	74.54	11/07/2018
CREATIVE BUS SALES INC	5156336	Bus parts	54.20	11/07/2018
CREATIVE BUS SALES INC	5155274	Bus parts	79.78	11/02/2018
CREATIVE BUS SALES INC	5154418	Bus parts	40.63	11/02/2018
CREATIVE BUS SALES INC	16404763	Bus parts	41.48	11/02/2018
CREATIVE BUS SALES INC	5154512	Bus parts	138.05	11/02/2018
Chia-Ling, Hsu (Irene)	SELPA		95.16	11/07/2018
Chia-Ling, Hsu (Irene)	District Travel		95.92	11/07/2018
DESERT LAKE COMM SERV	1011 9/20 - 10/2		2,089.70	11/07/2018
DESERT LAKE COMM SERV	1013 9/20 - 10/2		2,267.60	11/07/2018
DESERT LAKE COMM SERV	3047 9/20 - 10/2		53.00	11/07/2018
DESERT LAKE COMM SERV	5013 9/20 - 10/2		53.00	11/07/2018
EDGEMONT ACRES WATER CO	October 2018		300.00	11/02/2018
EDUCATIONAL DATA SYSTEMS INC	101824862		189.37	11/02/2018
ENFINITY CENTRALVAL 1 LLC	3259		2,106.04	11/15/2018
ENFINITY CENTRALVAL 1 LLC	3258		1,058.58	11/15/2018
Excel Education & Therapy	050		6,600.00	11/07/2018
Excel Education & Therapy	052		17,600.00	11/07/2018
Excel Education & Therapy	051		14,000.00	11/07/2018
FAGEN FREIDMAN & FULFROST LLP	60761		12,354.00	11/28/2018
FAGEN FREIDMAN & FULFROST LLP	60555		9,359.06	11/02/2018
FEDERAL EXPRESS CORP	6-370-97911		134.84	11/19/2018
FEDERAL EXPRESS CORP	6-343-18160		119.69	11/02/2018
FRANK'S RADIO SERVICE INC	1810030		896.61	11/07/2018
FRONTIER COMMUNICATIONS	2091900291010496		129.51	11/28/2018
FRONTIER COMMUNICATIONS	2091481905102194		75.39	11/28/2018
FRONTIER COMMUNICATIONS	7607621124112917		77.72	11/15/2018
FRONTIER COMMUNICATIONS	7607621128113017		75.91	11/15/2018
FRONTIER COMMUNICATIONS	7607694074121117		143.54	11/19/2018

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
FRONTIER COMMUNICATIONS	2091481905102194		66.36	11/02/2018
FRONTIER COMMUNICATIONS	2091900291010496		120.48	11/02/2018
FRONTIER COMMUNICATIONS	7607694074121117		66.88	11/02/2018
GRAINGER	9958243397		125.10	11/28/2018
GRAINGER	9957516629		820.28	11/15/2018
GRAINGER	9940539878		1,706.55	11/07/2018
GRAINGER	9940814883		23.77	11/07/2018
GRAINGER	9941635659		26.74	11/07/2018
GRAINGER	9940808240		20.79	11/07/2018
Garcia, Patricia	9/24 - 10/18/18		890.53	11/07/2018
Garcia, Patricia	10/22 - 10/31/18		374.96	11/07/2018
HANSEN, ANNETTE	CASEMIS Training		87.40	11/16/2018
HERC RENTALS INC.	30415351-001		1,311.46	11/28/2018
HIGHWAY GLASS COMPANY	109805		155.51	11/07/2018
HIGHWAY GLASS COMPANY	109804		611.33	11/07/2018
HIGHWAY GLASS COMPANY	109804		450.00	11/07/2018
HIGHWAY GLASS COMPANY	109805		200.00	11/07/2018
HOUGHTON MIFFLIN RECEIVABLES	953947975		4,480.70	11/02/2018
Horton, Paul	AD Meeting		67.58	11/08/2018
IMAGE 2000 CORP	237743		1,536.29	11/16/2018
IMAGE 2000 CORP	237742		4.18	11/16/2018
IMAGE 2000 CORP	237741		436.72	11/16/2018
IMAGE 2000 CORP	237740		819.64	11/16/2018
IMAGE 2000 CORP	237745		271.53	11/16/2018
IMAGE 2000 CORP	237744		166.25	11/16/2018
IMAGE 2000 CORP	237738		43.31	11/16/2018
IMAGE 2000 CORP	237739		426.49	11/16/2018
IMAGE 2000 CORP	237736		1,137.88	11/16/2018
IMAGE 2000 CORP	237737		54.38	11/16/2018
IMPACT APPLICATIONS INC.	20183502	! year subscription Impact Sof	435.00	11/15/2018
INFINITY COMM & CONSULTING INC	8416 Erate Yr 22		1,875.00	11/02/2018
J4 PROPERTIES GROUP LLC	Lease - December		725.00	11/15/2018
JEANETTE L. GARCIA & ASSOC	1846		13,429.13	11/07/2018
JOB, JEREMEH	District Travel		316.08	11/16/2018
JOHNSTONE SUPPLY	4039790		49.68	11/28/2018
JOHNSTONE SUPPLY	4039332		125.91	11/28/2018
KARL'S HARDWARE - Mojave	C269718		19.31	11/07/2018
KARL'S HARDWARE - Rosamond	C522956		57.89	11/15/2018
KARL'S HARDWARE - Rosamond	C539326		46.63	11/15/2018
KARL'S HARDWARE - Rosamond	F457162		311.00	11/15/2018
KARL'S HARDWARE - Rosamond	C541475		99.40	11/15/2018
KARL'S HARDWARE - Rosamond	D431260		21.92	11/07/2018
KARL'S HARDWARE - Rosamond	D430139		24.60	11/07/2018
KERN AUTO PARTS	895799	Bus/vehicle parts -	141.57	11/29/2018
KERN AUTO PARTS	895800	Bus/vehicle parts	199.44	11/29/2018
KERN AUTO PARTS	895449	Bus/vehicle parts	13.88	11/28/2018
KERN AUTO PARTS	895075	Bus/vehicle parts	108.79	11/28/2018
KERN AUTO PARTS	895658		654.06	11/28/2018

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KERN AUTO PARTS	894844	Bus/vehicle parts	66.66	11/15/2018
KERN AUTO PARTS	893383	Bus/vehicle parts	9.96	11/15/2018
KERN AUTO PARTS	894783	Bus/vehicle parts	196.36	11/15/2018
KERN COUNTY FIRE DEPT	Inspection Fee		90.00	11/02/2018
KERN COUNTY SUPT SCHOOLS	901287 Keys		25,710.00	11/16/2018
KERN COUNTY SUPT SCHOOLS	900928 Crisis Re		100.00	11/07/2018
KIEFFE AND SONS FORD CORP	29531	Vehicle parts/repairs	121.16	11/07/2018
KIEFFE AND SONS FORD CORP	29475	Vehicle parts/repairs	221.98	11/07/2018
KIEFFE AND SONS FORD CORP	29596		38.55	11/07/2018
KIEFFE AND SONS FORD CORP	29596	Vehicle parts/repairs	82.87	11/07/2018
KRAY INDUSTRIES INC.	13570		835.92	11/15/2018
Karl's Hardware	B6467		198.41	11/15/2018
Karl's Hardware	C41160		31.13	11/15/2018
Karl's Hardware	C39852		59.06	11/15/2018
Karl's Hardware	C40570		32.01	11/15/2018
Karl's Hardware	C40020		84.71	11/15/2018
Karl's Hardware	C40744		30.66	11/15/2018
Karl's Hardware	C38569	Bus and vehicle parts	17.56	11/07/2018
Karl's Hardware	C39400	Bus and vehicle parts	8.03	11/07/2018
Karl's Hardware	C39424	Bus and vehicle parts	5.34	11/07/2018
Karl's Hardware	C40094	Open P.O.	2.13	11/07/2018
Karl's Hardware	C37858		107.25	11/02/2018
Karl's Hardware	A1294		115.75	11/02/2018
Karl's Hardware	C37925		290.21	11/02/2018
LANCASTER FLOORING INC	92171		2,335.00	11/02/2018
LANCASTER PLUMBING SUPPLY INC	T1092616		648.45	11/28/2018
LANCASTER PLUMBING SUPPLY INC	T1091902		159.17	11/02/2018
LION'S SONG PIANO TUNING	1997	Piano Tuning	85.00	11/02/2018
MOJAVE UNIFIED SCHOOL DISTRICT	1640		68,062.50	11/07/2018
NEOFUNDS	7900044080460102		1,054.88	11/07/2018
NEVCO SPORTS LLC	177003		101.31	11/29/2018
Napa Auto Parts	5620-025863	Vehicle parts	13.95	11/15/2018
Napa Auto Parts	5620-025286	Vehicle parts	3.21	11/15/2018
P.G. & E.	3728364705-7		829.75	11/29/2018
P.G. & E.	5218182618-2		1,278.44	11/29/2018
P.G. & E.	8950994911-4		210.64	11/29/2018
P.G. & E.	3645031377-4		930.84	11/29/2018
P.G. & E.	2478366871-8		117.86	11/15/2018
P.G. & E.	3686698041-4		274.51	11/02/2018
P.G. & E.	3728364705-7		381.66	11/02/2018
P.G. & E.	5218182618-2		329.22	11/02/2018
P.G. & E.	9335845615-5		800.50	11/02/2018
P.G. & E.	3603364713-6		363.71	11/02/2018
P.G. & E.	3645031377-4		181.89	11/02/2018
P.G. & E.	8950994911-4		22.23	11/02/2018
PEARSON/NCS PEARSON INC	11838270		101.48	11/29/2018
PEARSON/NCS PEARSON INC	11860078		220.62	11/15/2018
PIONEER MANUFACTURING COMPANY	INV702485		139.61	11/29/2018

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
PRO-CRAFT CONSTRUCTION INC	Pay App 3 & 4		177,982.50	11/02/2018
PRO-ED INC.	2742827		22.10	11/15/2018
PRO-ED INC.	2742827		221.00	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22708599		132.91	11/29/2018
PRUDENTIAL OVERALL SUPPLY	22708576		127.09	11/29/2018
PRUDENTIAL OVERALL SUPPLY	22690730		127.09	11/29/2018
PRUDENTIAL OVERALL SUPPLY	22690753		132.91	11/29/2018
PRUDENTIAL OVERALL SUPPLY	22701247		127.09	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22698135		132.91	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22698112		127.09	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22704815		127.09	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22704935		132.91	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22701270		132.91	11/15/2018
PRUDENTIAL OVERALL SUPPLY	22690753		132.91	11/07/2018
PRUDENTIAL OVERALL SUPPLY	22690730		127.09	11/07/2018
PRUDENTIAL OVERALL SUPPLY	22687090		127.09	11/02/2018
PRUDENTIAL OVERALL SUPPLY	22683052		132.91	11/02/2018
PRUDENTIAL OVERALL SUPPLY	22694437		132.91	11/02/2018
PRUDENTIAL OVERALL SUPPLY	22694414		127.09	11/02/2018
PRUDENTIAL OVERALL SUPPLY	22683029		127.09	11/02/2018
PRUDENTIAL OVERALL SUPPLY	22687113		132.91	11/02/2018
QUILL CORPORATION	2687644		109.34	11/19/2018
RALLY CHEVROLET AUTO GRP INC	665195		5.10	11/15/2018
RAMOS/STRONG	324767	Diesel/Gas	3,116.35	11/15/2018
RAMOS/STRONG	325044	Diesel/Gas	663.11	11/15/2018
RAMOS/STRONG	324767	Diesel/Gas	2,505.84	11/15/2018
RAMOS/STRONG	324099	Diesel/Gas	6,339.28	11/02/2018
RAMOS/STRONG	324099	Diesel/Gas	1,895.61	11/02/2018
RELIABLE A/C AND HEATING	18734		1,315.00	11/07/2018
RELIABLE A/C AND HEATING	18729		1,113.00	11/07/2018
RELIABLE A/C AND HEATING	18736		125.00	11/07/2018
RELIABLE A/C AND HEATING	18729		480.00	11/07/2018
RELIABLE A/C AND HEATING	18734		490.00	11/07/2018
RELIABLE A/C AND HEATING	18722		90.00	11/07/2018
ROBERTSON'S	329473		1,050.47	11/07/2018
RYDMAN, SKYE	10/1/18 - 10/31/		2,362.50	11/02/2018
S.C.E.	3-001-2454-18		1,114.64	11/29/2018
S.C.E.	3-001-2454-17		1,488.58	11/29/2018
S.C.E.	3-001-2454-19		456.58	11/29/2018
S.C.E.	3-000-9186-18		1,461.78	11/19/2018
S.C.E.	3-045-6635-75		78.26	11/19/2018
S.C.E.	3-045-5840-62		146.65	11/19/2018
S.C.E.	3-001-2454-20		733.27	11/19/2018
S.C.E.	3-001-2454-17		1,765.24	11/02/2018
SAFETY-KLEEN CORP	78361310	Hazardous Waste Removal	282.85	11/15/2018
SMITH PIPE & SUPPLY	3354474		963.28	11/07/2018
SMITH PIPE & SUPPLY	3324230		118.30	11/07/2018
SOUTHERN KERN UNIFIED SCH DIST	1915		30,113.32	11/07/2018

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
STATE OF CALIFORNIA	335325		192.00	11/15/2018
Sim Sanitation Inc.	40373		280.35	11/15/2018
Sim Sanitation Inc.	40374		140.18	11/15/2018
Sim Sanitation Inc.	40366		70.09	11/15/2018
Sim Sanitation Inc.	40363		231.63	11/15/2018
Soules, Larisa	District Travel		257.46	11/07/2018
Southpaw Enterprises	437659-IN		79.00	11/02/2018
Southpaw Enterprises	437659-IN		11.06	11/02/2018
Sparkletts	18117327110818		312.70	11/15/2018
Sparkletts	16568384110318		361.81	11/15/2018
Sparkletts	16568357110418		176.44	11/07/2018
THUGS TO BUGS	0812 11/8/18		175.00	11/16/2018
THUGS TO BUGS	0812 10/11/18		145.00	11/02/2018
TPX COMMUNICATIONS	109763242-0		1,955.34	11/16/2018
TPX COMMUNICATIONS	108673554-0		1,877.16	11/02/2018
TRUEHILL, VALARIE	AP Program		250.00	11/07/2018
Tharold James Dill III	Lease - January		700.00	11/28/2018
Tharold James Dill III	Lease - December		700.00	11/07/2018
The Toll Roads Service Center	1261899		15.14	11/29/2018
U.P.S.	979220458		126.46	11/16/2018
U.S.BANK CORP PAYMENT SYS	5202		297.64	11/16/2018
U.S.BANK CORP PAYMENT SYS	5942		31.79	11/07/2018
U.S.BANK CORP PAYMENT SYS	2585		61.04	11/07/2018
U.S.BANK CORP PAYMENT SYS	6126		38.05	11/07/2018
U.S.BANK CORP PAYMENT SYS	5942		1,357.14	11/07/2018
U.S.BANK CORP PAYMENT SYS	9625		146.94	11/07/2018
U.S.BANK CORP PAYMENT SYS	6126		677.17	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		970.42	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		1,897.16	11/07/2018
U.S.BANK CORP PAYMENT SYS	5942		3,998.00	11/07/2018
U.S.BANK CORP PAYMENT SYS	6126		1,280.00	11/07/2018
U.S.BANK CORP PAYMENT SYS	2585		574.96	11/07/2018
U.S.BANK CORP PAYMENT SYS	5942		833.26	11/07/2018
U.S.BANK CORP PAYMENT SYS	5942		732.01	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		645.96	11/07/2018
U.S.BANK CORP PAYMENT SYS	6126		19.15	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		5,495.39	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		2,332.51	11/07/2018
U.S.BANK CORP PAYMENT SYS	1041		39.80	11/07/2018
VALLEY CONSTRUCTION SUPPLY	D57790		104.78	11/07/2018
VERIZON WIRELESS	9817092392		1,305.67	11/02/2018
Valentine, Kevin	KASP/District Tr		209.98	11/07/2018
WAXIE SANITARY SUPPLY	77823244		1,461.06	11/16/2018
WAXIE SANITARY SUPPLY	77823244		677.14	11/16/2018
WAXIE SANITARY SUPPLY	77821945		79.05	11/16/2018
WAXIE SANITARY SUPPLY	77832253		3,685.77	11/16/2018
Wall Street Imprintables	85812	PE Uniforms/Pfeffer	22.52	11/16/2018
Wall Street Imprintables	85745	PE Uniforms/Pfeffer	597.65	11/16/2018

092 MUROC UNIFIED
Board Report

BOARD BILL APPROVAL LISTING

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FROM BATCH: 21 THRU BATCH: 24

VENDOR NAME	FUND : 01 DESCRIPTION	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
Wall Street Imprintables	85719	PE Uniforms/Pfeffer	246.68	11/16/2018
TOTAL FUND 01			539,227.85	

092 MUROC UNIFIED
Board Report

BOARD BILL APPROVAL LISTING

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FROM BATCH: 21 THRU BATCH: 24

VENDOR NAME	FUND : 11 DESCRIPTION	ADULT EDUCATION EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
ITsavvy LLC	1069364	Chromebooks	7,962.98	11/15/2018
ITsavvy LLC	1069364	Chromebooks	209.96	11/15/2018
Patton Sales Corp	3635852		85.59	11/02/2018
RAMOS/STRONG	325044		728.50	11/15/2018
TOTAL FUND 11			8,987.03	

VENDOR NAME	FUND : 13 DESCRIPTION	CAFETERIA EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA DEPT OF EDUCATION	19 SF-29663		364.80	11/16/2018
COCA COLA REFRESHMENTS	11392202667		605.49	11/07/2018
COCA COLA REFRESHMENTS	11404202644		265.47	11/07/2018
DEL'S DISTRIBUTING CO	817914		443.40	11/07/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0871670		3,220.48	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0871672		1,500.97	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0871671		1,314.17	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0874638		1,271.59	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0874636		2,724.19	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0874637		1,662.92	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0877926		3,333.08	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0877928		1,594.94	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0877925		3,382.02	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0874635		3,080.91	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0871669		3,692.09	11/29/2018
PREFERRED MEAL SYSTEMS INC	CDIM/0877927		1,523.51	11/29/2018
THUGS TO BUGS	0812 11/8/18		25.00	11/16/2018
THUGS TO BUGS	0836 11/8/18		25.00	11/16/2018
THUGS TO BUGS	0834 11/8/18		25.00	11/16/2018
THUGS TO BUGS	0835 11/8/18		25.00	11/16/2018
THUGS TO BUGS	0835 10/11/18		190.00	11/02/2018
THUGS TO BUGS	0834 10/11/18		190.00	11/02/2018
THUGS TO BUGS	0836 10/11/18		190.00	11/02/2018
THUGS TO BUGS	0812 10/11/18		190.00	11/02/2018
TOTAL FUND 13			30,840.03	

092 MUROC UNIFIED
Board Report

BOARD BILL APPROVAL LISTING

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FROM BATCH: 21 THRU BATCH: 24

VENDOR NAME	FUND : 21 DESCRIPTION	BUILDING FUND - BOND PROCEEDS EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA PROFESSIONAL MGMT	17500 INV 20		106,084.11	11/16/2018
CASTON INC	App 4		199,254.90	11/28/2018
COOLEY CONSTRUCTION INC.	App 2		50,046.00	11/28/2018
HAMEL CONTRACTING INC.	App 5		239,428.50	11/28/2018
JTS MODULAR INC.	App 6		429,400.00	11/16/2018
John R Byerly Inc	31748		9,295.00	11/16/2018
John R Byerly Inc	31729		4,887.75	11/02/2018
OAKVIEW CONSTRUCTORS INC.	App 5		46,734.59	11/28/2018
SCOR INDUSTRIES	36454		1,896.83	11/02/2018
SMART SAFETY RESOURCES	111618E		1,200.00	11/16/2018
THE MIKE COX ELECTRICAL INC.	App 5		218,704.68	11/28/2018
TRI VALLEY INSPECTIONS INC	1018JR		18,032.00	11/16/2018
WHITEHEAD CONSTRUCTION	App 2		181,036.75	11/28/2018
TOTAL FUND 21			1,506,001.11	

VENDOR NAME	FUND : 35 DESCRIPTION	SCHOOL FACILITIES FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
CALIFORNIA PROFESSIONAL MGMT	17503 INV 20		28,005.34	11/16/2018
CALIFORNIA PROFESSIONAL MGMT	17503 INV 20		28,005.34	11/16/2018
COOLEY CONSTRUCTION INC.	App 8		48,824.15	11/16/2018
COOLEY CONSTRUCTION INC.	App 8		48,824.16	11/16/2018
J. TORRES CO. INC.	26514		3,224.43	11/02/2018
J. TORRES CO. INC.	26514		3,224.42	11/02/2018
John R Byerly Inc	31728		5,135.00	11/02/2018
John R Byerly Inc	31723		1,936.25	11/02/2018
John R Byerly Inc	31725		970.00	11/02/2018
THE MIKE COX ELECTRICAL INC.	App 7		11,400.00	11/16/2018
THE MIKE COX ELECTRICAL INC.	App 7		11,400.00	11/16/2018
TRI VALLEY INSPECTIONS INC	11/4/18		4,704.00	11/16/2018
TRI VALLEY INSPECTIONS INC	11/4/18		4,704.00	11/16/2018
TOTAL FUND 35			200,357.09	
TOTAL DISTRICT			2,285,413.11	

MUROC JOINT UNIFIED SCHOOL DISTRICT

REGULAR BOARD MEETING

Meeting Date: January 16, 2019

Agenda Item: Spring Sports Schedules

Approval is requested for the following student activities:

Boron Junior-Senior High School

2018-19 Baseball/Softball, Track and Field

**Boron Jr/Sr High School
Baseball/Softball Schedule 2019**

Date	Day	Opponent	Site	Time	Level	Dismiss
21-Feb	Thursday	AV	AV	3:15pm	all	12:30pm
23-Feb	Saturday	Trona	Boron	12:00pm	VG, VB	
25-Feb	Monday	Vasquez	Boron	3:15pm	all	2:00pm
28-Feb	Thursday	Santa Clarita Christian	Hart Complex	3:15pm	VB	12:30pm
28-Feb	Thursday	Quartz Hill Tournament	Quartz High	TBA	VG	
1-Mar	Friday	Quartz Hill Tournament	Quartz High	TBA	VG	
1-Mar	Friday	Jaime Harper Tournament	Boron	3:15pm	VB	2:00pm
2-Mar	Saturday	Quartz Hill Tournament	Quartz High	TBA	VG	
2-Mar	Saturday	Jaime Harper Tournament	Boron	10:00am	VB	
5-Mar	Tuesday	Tehachapi High	Tehachapi	3:30pm	VG	1:00pm
12-Mar	Tuesday	Kern Valley*	Boron	3:15pm	all	2:00pm
15-Mar	Friday	DC	Lancaster	3:15pm	all	12:30pm
19-Mar	Tuesday	Rosamond*	Rosamond	3:15pm	all	1:00pm
22-Mar	Friday	Frazier Mt.*	Frazier Mt.	3:15pm	all	12:00pm
26-Mar	Tuesday	Bishop*	Boron	3:15pm	all	2:00pm
29-Mar	Friday	Cal City*	Cal City	3:15pm	all	1:00pm
2-Apr	Tuesday	Desert*	Boron	3:15pm	all	1:15pm
5-Apr	Friday	Kern Valley*	Kern Valley	3:15pm	all	11:00am
9-Apr	Tuesday	Lone Pine	Boron	3:15pm	VG, VB	2:00pm
12-Apr	Friday	Rosamond*	Boron	3:15pm	all	1:00pm
23-Apr	Tuesday	Frazier Mt.*	Boron	3:15pm	all	1:00pm
26-Apr	Friday	Bishop*	Bishop	3:15pm	all	9:45am
30-Apr	Tuesday	Cal City*	Boron	3:15pm	all	2:00pm
2-May	Thursday	Desert*	Desert	3:15pm	all	1:00pm
*Indicates league games						

**Boron Jr/Sr High School
Track and Field Schedul 2019**

Date	Day	Opponent	Site	Time	Level	Dismiss
27-Feb	Wednesday	AV,Cal City, Desert	AV	2:00pm	Varsity	11:45am
13-Mar	Wednesday	Bishop*	Bishop	3:00pm	Varsity	9:45am
16-Mar	Saturday	Eastside Invational	Pete Knight	8:30am	Varsity	
20-Mar	Wednesday	Rosamond*	Rosamond	3:00pm	Varsity	12:30pm
27-Mar	Wednesday	Cal City*	Boron	3:00pm	Varsity	1:45pm
3-Apr	Wednesday	Kern Valley*	Boron	3:00pm	Varsity	1:45pm
10-Apr	Wednesday	Desert*	Boron	3:00pm	Varsity	1:15pm
29-Apr	Monday	HDL prelims	Kern Valley	4:00pm	Varsity	12:30pm
2-May	Thursday	HDL finals	Kern Valley	4:00pm	Varsity	12:30pm
*Indicates league meets						

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE Nov-19	24717.75
OUTSTANDING CHECKS	0.00
BALANCE	24717.75
PLUS OUTSTANDING DEPOSITS	84.00
BALANCE	<u>24801.75</u>

	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
CHECKBOOK BALANCE AS OF Oct-19		<u>0.00</u>		
PLUS RECEIPTS			\$26,927.12	
BALANCE			27002.12	
LESS DISBURSEMENTS			\$2,200.37	
BALANCE			24801.75	
PLUS/MINUS BANK ERROR				
BALANCE			24801.75	
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE AS OF Nov-19			<u>24801.75</u>	

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 11/30/2018**

Balance as per Alta One Statement 11/30/2018

AltaOne Com. Fed. Credit Union-Savings	\$111.71	
AltaOne Com. Fed. Credit Union-Checking	\$84,347.38	
		\$84,459.09

Less Outstanding Checks:		\$2,595.71
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Plus Outstanding Deposits:		
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	Balance	\$81,863.38
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Oustaing Checks:

Check #	Amount
6042	\$150.00
6045	\$38.71
6046	\$328.63
6059	\$200.00
6066	\$200.00
6073	\$200.00
6077	\$325.00
6083	\$72.93
6085	450
6086	177
6089	\$453.44

Total		\$2,595.71
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Balance as per Ledgers 10/31/18

	Balance	\$82,239.83
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Deposits:		\$3,248.01
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Less Disbursements:		\$3,615.88
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Adj. to balance with bank statement		\$8.58
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FINAL BALANCE as of 10/31/2018

		\$81,863.38
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ASB FINANCIAL REPORT - November 2018

		Beginning			Transfer	Ending
Group		Balance	Income	Expenses	Transfer In Out	Balance
100	Athletics	20,885.50	385.00	804.00		20,466.50
101	ASB General	7,331.88	30.62	983.17		6,379.33
103	10th Grade	4,167.76	386.39	17.96		4,536.19
104	9th Grade	1,093.68	50.00			1,143.68
105	8th Grade	4,971.21				4,971.21
106	7th Grade	2,761.78		750.25		2,011.53
107	12th Grade	6,757.68	2,341.00	735.50		8,363.18
108	11th Grade	4,881.92		325.00		4,556.92
109	Soccer Club	1,879.65				1,879.65
110	Boys Soccer	910.01				910.01
111	Donations	1,184.99				1,184.99
134	D.C. Trip	-135.19				-135.19
135	C.S.F.	244.56				244.56
137	Academic Decathlon	423.05				423.05
138	Safe School Ambassad	0.00				0.00
140	N.H.S.	45.69				45.69
141	Boron Boat Builders	7.50				7.50
142	Disc Golf	307.65				307.65
150	Cheerleaders	494.18				494.18
151	Cheer Scholarship	1.23				1.23
155	Band	1,488.92				1,488.92
158	Drama	1,367.69				1,367.69
201	Baseball	915.75				915.75
204	H.S. Volleyball	0.00				0.00
205	Shop Acct.	643.82				643.82
206	Operation Success	527.80				527.80
207	Cross Country	487.57				487.57
208	Track	341.25				341.25
212	BHS Enterprise (ROP)	0.00				0.00
215	Varsity Club	1,317.80				1,317.80
220	Yearbook	6,023.93				6,023.93
221	Girl's Basketball	864.82	55.00			919.82
223	Varsity Boys Basketba	151.53				151.53
224	Softball	266.32				266.32
228	Mem	235.00				235.00
230	Book Scholarship	4,417.46				4,417.46
231	Minette Scholarship	100.00				100.00
235	Jr.H A.S.B. General	1,015.30				1,015.30
236	Castle Scholarship	1,500.00				1,500.00
237	A.S.B. Lock Acct.	287.50				287.50
250	Football Club	543.46				543.46
255	Supply Acct.	133.43				133.43
260	Library	754.28				754.28
262	P.E. Uniforms	796.57				796.57
	TOTAL	82,239.83	3,428.01	3,615.88	0.00 0.00	81,863.38

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF Nov-18	105582.61
OUTSTANDING CHECKS	6573.58
BALANCE	99009.03
PLUS OUTSTANDING DEPOSITS	
BALANCE	<u>99009.03</u>

11220	14.66	11964	16.40	12186	34.97
11311	98.22	11995	18.07	12188	50.00
11383	80.00	12000	334.41	12190	195.00
11453	5.00	12001	88.54	12192	630.26
11523	250.00	12002	554.25	12193	30.39
11722	10.00	12006	79.00	12194	108.99
11729	821.25	12007	1092.00	12195	300.00
11737	27.57	12088	81.62	12196	100.00
11820	37.76	12119	17.49	12197	560.15
11832	69.00	12138	300.00		
11871	8.71	12141	325.00		
11886	13.99	12174	160.00		
11896	46.08	12184	14.80		

3081.58
6573.58

	<u>1482.24</u>
CHECKBOOK BALANCE AS OF Oct-18	<u>2009.76</u>
PLUS RECEIPTS	111965.84
BALANCE	3704.85
LESS DISBURSEMENTS	115670.69
BALANCE	12791.56
PLUS/MINUS BANK ERROR	102879.13
BALANCE	102879.13
PLUS/MINUS ADJUSTMENT	
CHECKBOOK BALANCE AS OF Nov-18	<u>102879.13</u>

DESERT HIGH SCHOOL
STUDENT BODY FINANCIAL REPORT FOR NOVEMBER 2018

	HIGH SCHOOL	BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
100	STUDENT BODY FUNDS	15390.60	401.90	6197.92			9594.58
2	ANNUAL	14924.62		598.00			14326.62
3	ASB ATHLETICS	0.00					0.00
4	BAND	738.52					738.52
6	BASEBALL, VAR	388.19					388.19
7	BASEBALL, JV	886.90					886.90
8	BASKETBALL, JV BOYS	26.84					26.84
9	BASKETBALL, VAR BOYS	102.65					102.65
10	BASKETBALL, JV GIRLS	0.96					0.96
11	BASKETBALL, VAR GIRLS	0.37					0.37
12	BIBLE CLUB, HS	129.30					129.30
13	C.S.F.	2947.54	40.00				2987.54
14	CHEERLEADERS	103.17					103.17
15	CROSS COUNTRY	3922.84	320.00	1337.60			2905.24
16	CLASS OF '19	6910.59	70.00	560.15			6420.44
17	CLASS OF '18 - GRADUATED	37.76					37.76
18	CHOIR CLUB	199.05					199.05
19	DRAMA	1608.86					1608.86
20	SCORP PALS	0.00					0.00
21	FOOTBALL	140.00					140.00
22	CLASS OF 2021	3602.81					3602.81
23	DHS Enterprises	14.66					14.66
24	HONORARY HISPANIC SOC.	0.00					0.00
25	CLASS OF 2020	2322.25	104.20	62.51			2363.94
26	N.H.S.	234.80		99.00			135.80
27	CLASS OF '17 - Graduated	0.00					0.00
28	JROTC	2380.46	912.00	108.99			3183.47
29	PHOTOGRAPHY CLUB	17.20					17.20
30	SPIRIT WEAR - 1410	4678.91					4678.91
31	SNACK BAR - 1411	26945.08	256.75	983.08			26218.75
32	SOFTBALL, VAR	320.15					320.15
33	BOYS/ GIRLS SOCCER	4630.52		630.26			4000.26
34	J.V. SOFTBALL	0.00					0.00
35	TENNIS, GIRLS	2508.82					2508.82
36	J.V. VOLLEYBALL	5.20					5.20
37	VOLLEYBALL, VAR	116.14					116.14
38	WRESTLING	345.25					345.25
39	ENVIRONMENTAL	263.35					263.35
40	ROP CLUB	0.00					0.00
41	GOLF CLUB	24.83					24.83
42	DESERT WOOD	0.00					0.00
43	TRACK	940.86					940.86
44	ROBOTICS	5775.46	1575.00	1602.28			5748.18
45	FASHION	0.00					0.00
46	Culture Club	488.50					488.50
47	SCIENCE OLYMPIAD	525.72	25.00	310.00			240.72
48	CLASS 2016 GRADUATED	5.00					5.00
	TOTALS	104604.73	3704.85	12489.79	0.00	0.00	95819.79

DESERT JUNIOR HIGH SCHOOL
ASB FINANCIAL REPORT FOR NOVEMBER 2018

JUNIOR HIGH		BEGINNING BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
50	ASB	976.96		190.21			786.75
52	JH BASKETBALL	0.04					0.04
53	CHESS CLUB	0.00					0.00
54	BIBLE CLUB, JH	19.80					19.80
55	ODYSSEY OF THE MIND	201.93					201.93
61	CLASS OF 2022	2805.40		111.56			2693.84
62	LIBRARY	264.46					264.46
64	NAT'L JR HONOR SOCIETY	0.00					0.00
65	JH PATRIOTS	0.00					0.00
67	DESERT TRACK CLUB	0.00					0.00
70	JH SNACK BAR	1392.58					1392.58
72	JH YEARBOOK	0.00					0.00
71	CLASS OF 2023 - 6th Grade	1699.94					1699.94
	JUNIOR HIGH TOTALS	7361.11	0.00	301.77	0.00	0.00	7059.34
PLUS	HIGH SCHOOL TOTALS	104604.73	3704.85	12489.79	0.00	0.00	95819.79
		111965.84	3704.85	12791.56	0.00	0.00	102879.13

**Target
Construction
Services, Inc**



6052 Kohlberry Ct., Riverside, Calif. 92507
Cell (928-821-3074) Office (951) 565-1432
Email: bobrcram@gmail.com
DIR-PWC Registration # 1000056451

November 6, 2018

To: Trevor Walker

Muroc Joint Unified School District (JUSD)

RE: Contract QSP and Storm Water Consulting Services for Bailey Branch Bldg Project

Target Construction Services, Inc provides the following scope of work for Bailey Branch Building Project for NPDES consulting services at the following location:

Bailey-Branch Buildings (Risk Level One)

This scope of work was outlined using best judgment for the needs of Bailey-Branch ES and MS Project for storm water compliance. If the Muroc Joint Unified School District chooses to use a different format to contract agreements for consulting services that meet these terms or agreed upon terms, Target Construction Services, Inc. welcomes that arrangement. If there are any questions, feel free to contact us.

Limited Scope of Services:

Provide weekly inspections of the BMP's installed and maintained by others for compliance with the Storm Water Pollution Protection Plan (SWPPP). This proposal will include 166 weekly site inspections and an additional 18 visits for Rain Events. We will also include the One Annual Report and the Notice of Termination Report that will be required. We will make sure all compliance to the Water Quality Control board are met and report if maintenance is required of the BMP's.

Qualified SWPP Practitioner

The CGP (Order VII.3) requires the discharger (Client) to "ensure that all BMPs required by the Permit are implemented by a Qualified SWPPP Practitioner (QSP). A QSP is a person who is responsible for non-stormwater and stormwater visual inspections and sampling and analysis.

Visual Monitoring Risk Level One

Includes Oversight of Monitoring/Inspections:

Weekly

During, and Post Rain Event

Quarterly Non-Storm Water

Target Construction Services, Inc. will provide ***Oversight*** of the on-site storm water compliance inspections and monitoring by a Qualified SWPPP Practitioner (QSP)

This proposal is based upon providing Oversight of weekly, site inspection, as well as, post storm event inspections (with-in 48 hrs of the completion of a rain event which produces ½ inch or more of precipitation), and inspections at 24 hour frequencies during extended rain events. Provide Client with a review and signature on all monitoring results of inspections and BMP observations for the onsite SWPPP. It also includes a monthly site visit to review the site and monitoring reports.

The cost of this Service for 20 months including (86) weekly visits (20) Rain Events and

(1) One Required Annual Report –

(2) Required Notice of Termination Report-

Total cost for above Services is \$ 92,7500.00

Additional site visits per client request:

\$875.00 Per Visit

Rain Event Action Plans (REAPs) for Risk Level Two Projects (NOT REQUIRED)

Target Construction Services, Inc. will prepare a REAP, 48 hours in advance of a forecasted rain event with a 50% chance of precipitation as forecasted by NOAA. The REAP will be delivered to the Clients onsite foreman, supervisor, or project manager, for implementation of suggested implementation, maintenance, and or action to be performed by the Clients. The Client will be provided with written results in electronic format and file a paper copy in the onsite SWPPP.

The cost of this item is:

\$750.00 Per REAP not req'd

Qualified SWPP Developer/ DIR Registered PWC # 1000056451

Target Construction Services, Inc. will act by appointment/designation as Clients Qualified Storm Water Pollution Prevention Developer (QSD), under the terms and conditions of this agreement for the following

- SMARTS data entry or assistance to Legally Responsible Person as QSD
- Water Pollution Control Drawing BMP updates
- SWPPP amendments
- On-call consulting services

The cost of this item is:

\$125.00 Hourly

Annual Reports

Target Construction Services will develop an Annual Report as required by the State of California General Construction Activity Permit CAS000002 (2009-0009 DWQ).

Each Discharger is required by the CGP to submit an Annual Report no later than September 1st of each year. Consultant proposes to assist the Client to accumulate the storm water monitoring information and training information required to be included in the Annual Report over the course of the reporting period, and to compile and prepare the Annual Report for submittal by the Client. The Client is responsible to supply Target Construction Services with all documents such as, but not limited to, inspection reports, sampling data, names date, times of visual observations, training for individuals responsible NPDES compliance, corrective actions and any violation.

The cost of additional reports if required for this item is:

\$750.00 Per report

Storm Water Sampling and Analysis for Risk Level 2 and 3 Projects (NOT REQUIRED)

Target Construction Services, Inc. **can provide at client request** on-site storm water sampling and analysis as required by the General Construction Activity Permit Order No. 2009-0009-DWQ. The following sampling services are required and sampling will be conducted on an as needed basis.

Effluent Monitoring, Sampling and Analysis:

Perform effluent monitoring, sampling of pH and turbidity in site runoff during qualified rain events. Collect three (3) samples per day minimum, to determine representative runoff characteristics through daily average value. Compare to Numeric Action Levels (NALs) for pH and turbidity. Fee includes use of properly calibrated field pH and turbidity meters by trained staff. Provide Client with written results in electronically format and file a paper copy in the onsite SWPPP.

Non-Visible Pollutant Sampling and Analysis:

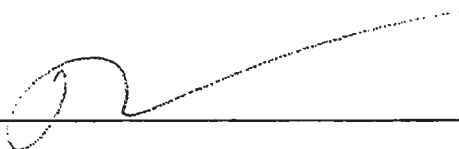
Perform non-visible pollutant sampling for pollutants listed in the Clients SWPPP as required by the CGP. Provide Client with written results in electronically format and file a paper copy in the onsite SWPPP. Fee does not include laboratory fees, which will be billed directly and or paid by the Client

The cost of this item is: \$825.00 Per Sampling Event (not required this proj)

Additional Services Available

- NAL Exceedance Report
- Observation of Installation, Maintenance, and or Repairs of BMPs by Clients Subcontractor.
- Training Services, formal or informal (tailgate)
- Miscellaneous SWPPP Documentation, Record Keeping & Meetings with State or Local Agency Staff

Target Construction Services can provide the additional services upon the client's request. The hourly rate for these items will be billed as Time and Material and/or per service price, on a project-by-project basic due to the unknown frequency of said services.



Accepted by Muroc School District

Trevor Walker

01-07-18

Date

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 26 day of NOV in the year Two Thousand 18, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and American Integrated Resources hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. D

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR HUNDRED AND SEVENTY-NINE THOUSAND SEVEN HUNDRED AND SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$479,777.50) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner .
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

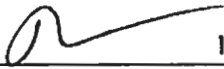
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY  12-18-18

TREVOR WALKER

Typed or Printed Name

CONTRACTOR:

American Integrated Resources

BY _____

Typed or Printed Name

TITLE President

BY 

Tom Stevens

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Cooley Construction, Inc., hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 2

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION SIX HUNDRED AND EIGHTY-THREE THOUSAND DOLLARS (\$3,683,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

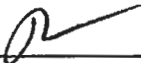
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY  12-18-18

TREVOR WALKER

Typed or Printed Name

CONTRACTOR:

Cooley Construction, Inc.

BY 

Benjamin Cooley

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE November 27, 2018

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 6th day of Dec. in the year Two Thousand Eighteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Hamel Contracting, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 3

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR MILLION THREE HUNDRED AND FOURTEEN THOUSAND DOLLARS (\$4,314,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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Bid Bond
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Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
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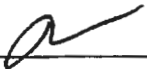
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- c. Sections 1810 and 1811, working Hour Restrictions.
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- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

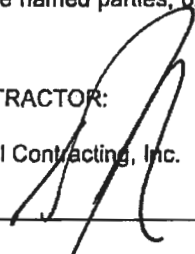
BY  12-18-18

Trevon Valdez

Typed or Printed Name

CONTRACTOR:

Hamel Contracting, Inc.

BY 

Grant J. Hamel

Typed or Printed Name

TITLE President

BY NA

Typed or Printed Name

TITLE NA

Authorized Officers or Agents

DATE 12/06/2018

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 10 day of Nov in the year Two Thousand 18, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and T & M Manufacturing hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 5

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of SEVEN MILLION NINE HUNDRED AND FIFTY-SEVEN THOUSAND DOLLARS (\$7,957,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

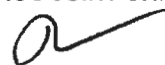
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY  12-18-18

Tinsun Walker

Typed or Printed Name

CONTRACTOR:

T & M Manufacturing

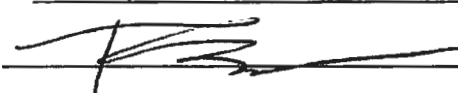
BY TRAVIS SCOTT



Typed or Printed Name

TITLE PRES

BY TRAVIS SCOTT



Typed or Printed Name

TITLE PRES

Authorized Officers or Agents

DATE 11/20/18

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Rite-Way Roof Corporation hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 7

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION FIVE HUNDRED AND NINE THOUSAND AND FIFTY-THREE DOLLARS (\$3,509,053.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

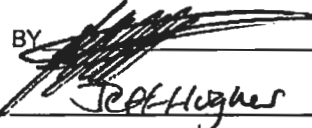
BY  12-18-18

TREVOR WALKER

Typed or Printed Name

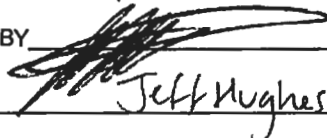
CONTRACTOR:

Rite-Way Roof Corporation

BY 

Typed or Printed Name

TITLE President

BY 

Typed or Printed Name

TITLE Secretary

Authorized Officers or Agents

DATE 12/3/18

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Whitehead Construction, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 8

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION SIX HUNDRED AND NINETY-FOUR THOUSAND DOLLARS (\$3,694,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

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Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
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Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
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ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY  12-18-18

Trevor Walker

Typed or Printed Name

CONTRACTOR:

Whitehead Construction, Inc.

BY Paul Whitehead
Paul A. Whitehead

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 20th day of November in the year Two Thousand 2018, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Caston, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 9

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of NINE MILLION FOUR HUNDRED AND EIGHTY-FIVE THOUSAND FIVE HUNDRED AND EIGHTY-FIVE DOLLARS (\$9,485,585.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2800, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

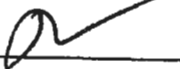
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

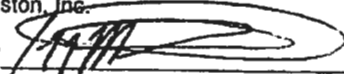
BY  12-18-18

Tishon Walker

Typed or Printed Name

CONTRACTOR:

Caston, Inc.

BY 

Greg Malachowski

Typed or Printed Name

TITLE Vice President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE November 20, 2018

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 19th day of NOV in the year Two Thousand 18, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Franklin Mechanical Systems, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 12

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION EIGHT HUNDRED AND EIGHTY-THREE THOUSAND AND FOUR HUNDRED DOLLARS (\$3,883,400.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

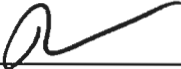
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

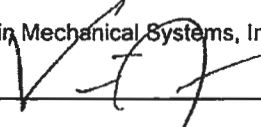
BY  12-18-18

JAVEN WALKER

Typed or Printed Name

CONTRACTOR:

Franklin Mechanical Systems, Inc.

BY 

VINCENT FRANKLIN

Typed or Printed Name

TITLE CEO

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and The Mike Cox Electric, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 13

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FIVE MILLION ONE HUNDRED AND SEVENTY-FOUR THOUSAND DOLLARS (\$5,174,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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Certification of Recycled Content
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Employment Certification
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Payment Bond (Labor and Materials)
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Contractor's Certificate Regarding Worker's Compensation

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General Conditions – Construction Management (Multi-Prime Contract)
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Project Construction Bar Chart Schedule
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Drawings
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All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

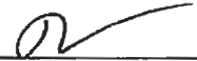
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

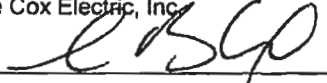
BY  12-18-18

TREVON WALKER

Typed or Printed Name

CONTRACTOR:

The Mike Cox Electric, Inc.

BY 
Shane B. Cox

Typed or Printed Name

TITLE President

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE 11/20/2018

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and HPS Mechanical, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 14

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO MILLION EIGHT HUNDRED AND THIRTY-FOUR THOUSAND NINE HUNDRED AND THIRTY-THREE DOLLARS (\$2,834,933.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

"Notwithstanding the foregoing, Subcontractor shall have no duty to indemnify the persons or entities listed in this Article 5 if the persons or entities to be indemnified have caused the liability or the claim, partially or fully, by their own negligent act or omission, breach or willful misconduct".

CPM/17503

AGREEMENT 00 52 24

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

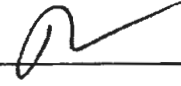
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

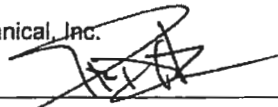
BY  12-18-18

Treva Walker

Typed or Printed Name

CONTRACTOR:

HPS Mechanical, Inc.

BY 

Scott DenHerder

Typed or Printed Name

TITLE Vice President

BY See attached Corp. Resolution

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE 12/10/18

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the ___ day of _____ in the year Two Thousand _____, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Southern California Landscape hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 15

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE MILLION FIVE HUNDRED AND SEVENTY-THREE THOUSAND DOLLARS (\$1,573,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

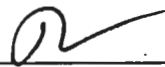
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY  12-18-18

Irene Walker

Typed or Printed Name

CONTRACTOR:

Southern California Landscape

BY 

Ronald Lyon III President

Typed or Printed Name

TITLE _____

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 11 day of DEC. in the year Two Thousand 16, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Kilcor Corporation hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 16

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FOUR HUNDRED AND FORTY-TWO THOUSAND AND TWO HUNDRED DOLLARS (\$442,200.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Designation of Subcontractors
Non-Collusion Declaration
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Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
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Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
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Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

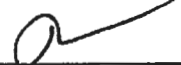
The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

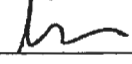
BY  12-18-18

Trevon Walker

Typed or Printed Name

CONTRACTOR:

Kitcor Corporation

BY 

BOB KITCHEN

Typed or Printed Name

TITLE V.P.

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 20th day of Nov, in the year Two Thousand Eighteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and K & Z Cabinet Company, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 17

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of EIGHT HUNDRED EIGHTY-NINE THOUSAND AND NINE HUNDRED AND FIFTY DOLLARS (\$889,950.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

CPM/17503

AGREEMENT 00 52 24

(1)

REV. 1/17

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Advertisement for Bids
Instructions to Bidders
Scope of Work Summary
Bid Form – Construction Management (Multi-Prime Contract)
Bid Bond
Verification of Contractor and Subcontractor DIR Registration
Designation of Subcontractors
Non-Collusion Declaration
Iran Contracting Act Certification
Certification of Recycled Content
Site Visit Certification
Employment Certification
Certifications and Representations (Contract Funds)
Agreement
Performance Bond
Payment Bond (Labor and Materials)
Guarantee
Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

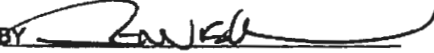
BY  12-18-18

TREVOR WALKER

Typed or Printed Name

CONTRACTOR:

K & Z Cabinet Company, Inc.

BY 

DENNIS CHAN, PRESIDENT

Typed or Printed Name

TITLE _____

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE _____

(CORPORATE SEAL)

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: January 16, 2019

AGENDA ITEM: **Approve Classified Resignations**

BACKGROUND:

Crissy Williams, has submitted her resignation as a Bus Driver effective December 7, 2018. She has accepted a new position within the District.

Randy Smith, has submitted his resignation as a Bus Driver effective December 7, 2018. He has accepted a new position within the District.

Erin Lambert, has submitted her resignation as a Campus Aide effective December 14, 2018. She has accepted a new position within the District.

Christina Hyde, has submitted her resignation as a Campus Aide effective December 14, 2018. She has accepted a new position within the District.

Chelsea Lebkicher, has submitted her resignation as a Campus Aide effective January 10, 2019. She has accepted a new position within the District.

Aidan Moore, has submitted his resignation as a Campus Aide effective January 14, 2019. He has accepted a new position within the District.

RECOMMENDATION: It is recommended that the Board accept the resignations of the above listed classified employees.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: January 16, 2019

AGENDA ITEM: **Approve Changes to Classified Assignments**

BACKGROUND: Due to a change in assignment in the classified staff, the employees on the following list are being recommended for approval.

RECOMMENDATION: It is recommended that the Board approve the classified changes on the following list.

CLASSIFIED EMPLOYEE CHANGE

Board Meeting Date: January 16, 2019

Crissy Williams, Bus Driver, new position, Boron FOP, 6.68 hours avg/day, \$1,929.86/month, 9.5 months, effective December 10, 2018.

Randy Smith, Bus Driver, new position, Boron FOP, 5.06 hours avg/day, \$1,452.36/month, 9.5 months, effective December 10, 2018.

Erin Lambert, Campus Aide, new position, Branch Elementary, 4.33 hours avg/day, \$971.65/month, 9.5 months, effective December 17, 2018.

Christina Hyde, Campus Aide, new position, Branch Elementary, 3.7 hours avg/day, \$830.28/month, 9.5 months, effective December 17, 2018.

Chelsea Lebkicher, Campus Aide, new position, Branch Elementary, 2.7 hours avg/day, \$660.96/month, 9.5 months, effective January 11, 2019.

Aidan Moore, Campus Aide, new position, Branch Elementary, 2.7 hours avg/day, \$660.96/month, 9.5 months, effective January 15, 2019.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: January 16, 2019

AGENDA ITEM: Approve Classified Employees

BACKGROUND: Due to vacancies and/or new positions in the classified staff, the employees on the list below are being recommended for appointment.

RECOMMENDATION: It is recommended that the Board approve the classified appointments on the list below.

CLASSIFIED EMPLOYEES

Board Meeting Date: January 16, 2019

Davis, Renae, Campus Aide, new assignment, West Boron Elementary, 1 hour/day, AA, Step 1, \$224.00/month, 9.5 month position, effective December 11, 2018.

Davis, Renae, Campus Aide, new assignment, Boron High School, 1 hour/day, AA, Step 1, \$224.00/month, 9.5 month position, effective December 11, 2018.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: January 16, 2019

AGENDA ITEM: **Approve Classified Substitute**

BACKGROUND: Due to the need to cover classified assignments when employees are ill or on leave, there is a need to maintain a pool of substitutes.

RECOMMENDATION: It is recommended that the Board approve the individuals on the attached list to serve as a substitute in the District.

TEMPORARY CLASSIFIED ASSIGNMENT

Board Meeting Date: January 16, 2019

Name	Assignment	Pay Rate	Effective Date
Brown, Mathew	Campus Aide	\$11.00	12/12/2018
	Cafeteria Worker/Cashier	\$11.50	12/12/2018
	Delivery Driver	\$11.50	12/12/2018
	Custodian	\$12.00	12/12/2018
	Groundskeeper	\$12.00	12/12/2018
	Maintenance Worker	\$12.50	12/12/2018
	Mechanic	\$13.00	12/12/2018

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: January 16, 2019

AGENDA ITEM: **Approve District Volunteers**

BACKGROUND: In order to enhance our programs for students, it is often necessary to use community and parent volunteers.

RECOMMENDATION: It is recommended that the Board approve/ratify the volunteers on the following list.

VOLUNTEER

Board Meeting Date: January 16, 2019

Johnson, Tiffany

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

ACTION AGENDA

January 16, 2019

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: January 16, 2019

AGENDA ITEM: **Acceptance of 2017-18 Audit Report**

BACKGROUND: Public school districts are mandated to have an independent agency audit the financial statements for the preceding fiscal year. The District's annual audit report has been prepared by Jeanette L. Garcia & Associates.

RECOMMENDATION: It is recommended that the Board accept the Annual Audit Report for Fiscal Year ending June 30, 2018.

Audit Report is available for review at the District Office or online at:
www.muroc.k12.ca.us



Jeanette L. Garcia & Associates

202 E. Airport Drive, Suite 160

San Bernardino, CA 92408

Phone: (909) 763-2100

Fax: (909) 763-2330

www.jlgcpa.net

Jeanette L. Garcia,
CPA

December 14, 2018

To the Board of Trustees
Muroc Joint Unified School District
North Edwards, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Muroc Joint Unified School District for the year ended June 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter (engagement letter) to you dated December 10, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Muroc Joint Unified School District are described in Note 1 to the financial statements. As described in Notes 1 and 9 to the financial statements, the Muroc Joint Unified School District changed its accounting policies related to Other Postemployment Benefits by adopting GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in 2018. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The material misstatements detected as a result of audit procedures are listed in Schedule 6 in the audit report.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Member:

American
Institute of
Certified Public
Accountants

California
Society of
Certified Public
Accountants

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 14, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the General Fund Budgetary Comparison Schedule, the Other Postemployment Benefits Schedule of Funding Progress and the Schedules of the District's Proportionate Share of the Net Pension Liability and Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by The Uniform Guidance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board of Trustees and management of Muroc Joint Unified School District and is not intended to be, and should not be, used by anyone other than these specified parties.

Yours very truly,

Jeannette L. Garcia + Associates

MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material
Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: January 16, 2019

AGENDA ITEM: **Acceptance of 2017-18 General Obligation Bond
Audit Report**

BACKGROUND: The District hired Jeanette L. Garcia & Associates to provide auditing services related to the 2016 Measure M General Obligation Bonds.

RECOMMENDATION: It is recommended that the Board accept the Audit Report of the General Obligation Bond for Fiscal Year ending June 30, 2018.

Bond Audit Report is available for review at the District Office or online at:
www.muroc.k12.ca.us

MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material
Action Agenda Item

TO: Board of Trustees

FROM: David Ellms, Ed.D, Desert Junior-Senior High School Principal

MEETING DATE: January 16, 2019

AGENDA ITEM: **Student Overnight Trip Request**

Approval is requested for the following overnight student trip:

Desert Junior-Senior High School

Senior Class of 2019 trip to Long Beach and Catalina Island, California. May 30-31, 2019. Expenses will be funded by the Desert HS Senior Class of 2019.

RECOMMENDATION: It is recommended that the Board approve the above student overnight trip.

DESERT JUNIOR-SENIOR HIGH SCHOOL

1575 Payne Ave, Edwards CA 93523
661-258-4411 Ext 100



January 16, 2019

TO: Muroc Joint Unified School Board

SUBJECT: Request approval for overnight senior-class trip, May 30 – May 31, 2019

Dear members of the board,

The Desert Junior-Senior High School Class of 2019 is seeking board approval to embark on a senior trip to Long Beach and Catalina Island, California from Thursday, May 30 to Friday, May 31, 2019. The senior class will be involved in a variety of activities, including spending an afternoon and evening at the Pike in Long Beach, spending the night at the nearby Renaissance Hotel, and spending the following day at Catalina Island via the Catalina Express. The day on Catalina Island will include a whole group underwater trip in a submersible, the *Nautilus*, and a variety of other outdoor activities.

The group attending the senior trip consists of fifty-six seniors (please see the attached student roster) as well as eleven adult chaperones, with a student to chaperone ratio of approximately 5:1.

The chaperones include: Jason Spitzer (Senior Class Adviser), Patrick Sanfilippo, (Desert Teacher), Nicole Dooley (Desert Teacher), Elena Johnson (Desert Clerk), and district-approved parent volunteers. Jason Spitzer will be the site administrator for the trip. All chaperones are employees of the district or have been cleared to volunteer in the district.

Transportation

For district transportation, the Class of 2019 has requested the use of six district vans and one district car. The vehicles will be driven by: Jason Spitzer, Patrick Sanfilippo, Elena Johnson, Robert Halton, Amy Heuvelhorst, Richard Chapman, and Hector Gomez. Costs of transportation will be paid for by senior class site funds.

Itinerary

Day 1, Thursday, May 30.

1. 8:30 a.m. Depart Desert Junior Senior High School after roll call.
2. 11:00 a.m. Arrive at The Pike in Long Beach.
 - a. Students and chaperones eat lunch.
 - b. Students and chaperones walk *The Pike*, shopping and sightseeing.
 - c. Students will remain with his or her chaperone at all times.

Dr. David Ellms – Principal

Barry Conforti – Academic Advisor (7-9) Valerie Truehill – Academic Advisor (10-12)

3. 4:00 p.m. All students and chaperones will meet at the Renaissance Hotel, walking distance to The Pike. Roll will be taken and all parties will check-in to hotel.
 - a. All students are pre-assigned to rooms (two per room). Girls rooms and boys rooms are separated with chaperone rooms between the two.
 - b. Students and chaperones will get settled in, clean up, and prepare for dinner.
4. 5:00 p.m. After settling in, students and chaperones will meet to eat dinner.
5. 6:00 p.m. Students and chaperones will walk *The Pike* until returning to the hotel room by 8:00 p.m.
6. 8:00 p.m. Return to Renaissance Hotel.
 - a. Students will have time to lounge around Hotel until 10:00 p.m.
 - b. Chaperones will be taking shifts out in the hallway to ensure that boys and girls are not leaving their rooms.
7. 10:00 p.m. Room Inspection and Roll
 - a. Elena Johnson and Nicole Dooley will inspect girl's rooms
 - b. Jason Spitzer and Patrick Sanfilippo will inspect boy's rooms
 - c. Lights out.
8. 10:00 p.m. to 6:00 a.m. Chaperones take shifts monitoring hallways

Day 2, Friday, May 31

1. 7:45 a.m. Meet at transportation. Roll Call.
2. 8:00 a.m. Leave for Catalina Express.
3. 8:30 a.m. Arrive at Catalina Express.
 - a. Party will take the 9:45 a.m. trip to Catalina Island.
4. 11:00 a.m. Arrive at Catalina Island.
 - a. Students will explore the island in their chaperone groups (4-5 students)
 - b. Group submarine trip at 2:15 p.m. and 3:15 p.m.
5. 6:30 p.m. Return to Catalina Express. Roll call.
6. 7:30 p.m. Depart Catalina Island via Catalina express.
7. 8:30 p.m. Return to transportation. Roll Call and return to Desert.
8. 11:00 p.m. Return to Desert.

5. Parent Meeting

A parent meeting will be held in the first week of May. All parents and students will attend the meeting. At the meeting, the itinerary will be given to all parents and students, as well as hotel and contact information. Parents and students will fill out all necessary district permission forms as well. Parents will also be informed of district expectations, regulations, and codes of conduct.

6. Funding for Trip

The senior trip will be fully funded by the Desert Class of 2019.

Dr. David Ellms – Principal

Barry Conforti – Academic Advisor (7-9) Valerie Truehill – Academic Advisor (10-12)

CRAIG M. POPE, P.E., DIRECTOR
ADMINISTRATION & ENGINEERING
BUILDING & DEVELOPMENT
OPERATIONS



2700 "M" STREET, Suite 400
BAKERSFIELD, CA 93301-2370

Phone: (661) 862-8900
FAX: (661) 862-5103
Toll Free: (800) 552-5376 Option 5
TTY Relay: (800) 735-2929

January 8, 2019

Ref:4-0.0 Boron/Desert Lake Pedestrian Path
Project: RC00048

Dear Property Owner:

The Kern County Public Works Department will construct pedestrian path improvements on Twenty Mule Team Rd, Del Oro St and Boron Ave in the communities of Desert Lake and Boron, CA. Project improvements include but are not limited to the installation of curb, gutter, sidewalk, and paved asphalt paths.

In order to accomplish this work it will be necessary for this department or its contractor to temporarily access the front portion of your property to construct ADA compliant ramps and a private sidewalk tie-in. The County is seeking to obtain a temporary Permit to Enter and Construct from you (see attached) for this purpose. This document permits the County or its authorized agent (contractor) to enter your property for the construction of the ADA compliant ramps and private sidewalk tie-in and to perform any necessary work appurtenant thereto. This Permit to Enter and Construct will become effective when signed and dated and will expire upon completion of the project. Improvements will be constructed on your property, and you will assume the maintenance of those improvements upon completion. It is the County's intent to provide a safe pedestrian path from the ADA compliant ramps to your property existing sidewalk.

Please return the signed permit before January 31, 2019 one of three ways:

- **Email:** DamoA@KernCounty.com
- **Fax:** Attention: Anthony Damo at 661-862-8851
- **Mail:** Using the enclosed postage paid return envelope

Should you have any questions, please contact me. Thank you for your immediate attention to this request.

Sincerely,

Anthony Damo
Real Property Agent
Public Works Department
(661) 862-5225
DamoA@KernCounty.com

CRAIG M. POPE, P.E., DIRECTOR
ADMINISTRATION & ENGINEERING
BUILDING & DEVELOPMENT
OPERATIONS



2700 "M" STREET, Suite 400
BAKERSFIELD, CA 93301-2370

Phone: (661) 862-8900
FAX: (661) 862-5103
Toll Free: (800) 552-5376 Option 5
TTY Relay: (800) 735-2929

PERMIT TO ENTER AND CONSTRUCT

Property:

MUROC UNIFIED SCHOOL DISTRICT
APN 232-140-02
NO SITUS

Ref:4-0.0 Boron/Desert Lake Pedestrian Path
Project: RC00048

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

Dear Members of the Board of Supervisors,

Permission is hereby granted to the County of Kern Public Works Department, or its authorized agent(s), to enter upon my property identified above. Access is granted for the above referenced County road project for construction of ADA compliant ramps and private sidewalk tie-in and any necessary work appurtenant thereto. It is understood that after construction of said private sidewalk tie-in is completed I will be responsible for maintenance of the private sidewalk tie-in. This permission is granted in consideration of the location, improvement and construction of such improvements and incidents thereto, which is understood is required by the County of Kern, Public Works Department.

It is understood that this permit will become effective when signed and dated below and will expire upon completion of the work.

Very truly yours,

By: _____
For the Muroc Unified School District

Date: _____

Print Name

Phone: _____

